	State of South Carolina Request for Proposal	Solicitation Number:	5400009773
		Date Issued:	June 3, 2015
		Procurement Officer:	Evelyn G. Morgan
		Phone:	803-898-9666
		E-Mail Address:	emorgan@ddsn.sc.gov

DESCRIPTION: Community Inclusive Residential Supports (CIRS)

USING GOVERNMENTAL UNIT: SC Department of Disabilities and Special Needs

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: SCDDSN Procurement Office Post Office Box 4706 Columbia SC 29240	PHYSICAL ADDRESS: SCDDSN Procurement Office 3440 Harden Street Extension Columbia, SC 29203
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SUBMIT OFFER BY (Opening Date/Time): 07/07/2015 10:30:00

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 06/22/2015 13:00:00

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Original and 6 copies marked "Copy".

CONFERENCE TYPE: Pre Proposal Conference DATE & TIME: 06/17/2015 10:00:00 – 14:00:00 (as appropriate, see "Conferences - Pre-Bid Proposal" & "Site Visit" provisions)	LOCATION: SCDDSN 3440 Harden Street Extension Columbia, SC 29203 Conference Room 251
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AWARD & AMENDMENTS	Award will be posted on 07/13/2015 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
TITLE (business title of person signing above)		STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other _____

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

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I. SCOPE OF SOLICITATION

In 2012, DDSN began working with a consultant to design and implement a new residential services model named CLOUD: Customized Living Options Uniquely Designed. The model promotes the development and independence in people with disabilities by creating a customized transition plan and successful move from a 24-hour supervised setting to a semi-independent living arrangement. The process is person-centered and fully engages participants throughout its progression. The model was piloted with four (4) providers over a two-year period. Significant improvements were made to the model over this time. There are now over 20 persons supported through this model with results in two primary areas: improved consumer outcomes and reduced annualized spending. Due to the overwhelmingly positive feedback from CLOUD participants, their families, the direct support staff working with them, and the four providers, DDSN is expanding the use of this model. Moreover, DDSN is also opening up opportunities for other companies/providers/organizations to develop similar residential service models patterned after the prominent and proven features of CLOUD.

If Offeror is a non-residential habilitation consultant, the residential habilitation provider will select the consultant it chooses to work with who will coordinate all activities with each contractor's designated "Community Inclusive Residences Individually Supported" (CIRIS) Coordinator. The CIRIS coordinator will attend all training sessions and be involved in all aspects of CIRIS development and implementation.

If a residential habilitation provider is the Offeror, it will implement its own CIRIS model under the supervision of DDSN, Office of Policy.

Examples of the prominent features of CLOUD include:

- Training and supports that are directly tailored to the needs of each participant using the results of the Supports Intensity Scale (SIS)
- Development and use of a customized transition plan for each participant
- Budgets move from 24 hour staffing to a multi-phase, shared model of direct support professionals (DSP) reducing spending per person over time
- The participant makes decisions about where and with whom they live, and the DSPs who support them
- DSP training is competency-based focusing on engagement and teaching skills and prepares them for certification from the National Association for Persons with Dual Diagnoses which enables DSPs to receive an annual bonus
- Built-in fidelity checks to ensure all components of the model are operating as intended
- Backfill of vacated homes are prioritized for persons living at DDSN Regional Centers or community Intermediate Care Facilities for Individuals with Intellectual and Developmental Disability (ICF/IID)
- Regular meetings with DDSN
- The provider and the consultant to keep lines of communication open and to address progress and areas needing improvement.

For purposes of this RFP, all other models approved through this solicitation will be named Community Inclusive Residences Individually Supported (CIRIS).

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: July28, 2015. End date: June27, 2020. Dates provided are only estimates. Any resulting contract will begin on the date specified in the notice of award.

FUNDS NOT AVAILABLE (JAN 2006)

The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars (50,000.00) or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars (\$100,000.00) or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh (11th) day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to,

and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 2004)

- (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.
- (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- (a) By submitting an Offer, the Offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];
 - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1)

through (a)(3) of this certification; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

- (c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
 - (a) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (b) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
 - (c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.htm> [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

PROTESTS (JUNE 2006)

Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO." [Section 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

- (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors.
- (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

All questions must be submitted in writing and received by Evelyn Morgan no later than **June 22, 2015**.

Email is the preferred method for submitting questions with 'Questions: CIRIS Model' as the subject of the email.

Email: emorgan@ddsn.sc.gov

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803)898-9653.

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

- (a) Bid as Specified: Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.
- (c) Responsiveness: Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

- (d) **Price Reasonableness:** Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- (e) **Unbalanced Bidding;** The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act.

- (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.
- (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.* [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror.

- (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
- (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
- (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
- (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
- (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard

to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror:

- (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED";
- (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
- (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED." By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED." (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

- (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder.
- (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package.
- (c) Each Offeror must submit the number of copies indicated on the Cover Page.
- (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation.
- (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.
- (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent (4%) of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars (50,000.00) annually. A taxpayer is eligible to claim the credit for ten (10) consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten (10) consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer

claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

- (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether:
 - (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - (ii) Offeror is an agency or instrumentality of a state or local government;
 - (iii) Offeror is an agency or instrumentality of a foreign government; or
 - (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: June 17, 2015 - 10:00AM – 2:00 PM

Location of Pre-Bid/Proposal Conference: SCDDSN - Administration Building
3440 Harden Street Extension
Conference Room 251
Columbia, SC 29203

Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential Offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-1]

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(1)] The State may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in

Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

MAIL PICKUP (JAN 2006)

DDSN picks up all mail from The US Postal Service once daily around 10:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

PREFERENCES - A NOTICE TO VENDORS

Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, part (5).

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.sc.gov ,
- (b) by facsimile at (803)737-0639, or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (JUNE 2007)

Please see ATTACHMENT for STATEMENT OF WORK. [03-3003-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
SCDDSN Procurement Office 3440 Harden Street Extension Columbia, SC 29203
[03-3030-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

All items shall be delivered within 30days after receipt of purchase order. [03-3045-1]

Introduction

A. Purpose

DDSN is soliciting proposals for new residential service models that encompass the proven qualities of CLOUD and respond to the CMS Key Provisions of the Home and Community Based Services (HCBS) Settings Final Rule, including ensuring settings are integrated and support full access to the greater community; are selected by the person from among setting options; ensure individual rights of privacy, dignity and respect; optimize autonomy and independence in making life choices, and facilitate choice regarding services and who provides them. Models cannot serve more than three (3) persons in one home or apartment.

While the current CLOUD model uses a contractor that does not provide direct services (e.g., residential habilitation) to design and implement the model with residential habilitation providers, DDSN is open to approved providers of residential habilitation submitting proposals for consumers they serve. If the Contractor is a non-residential habilitation provider, the residential habilitation provider (or Provider) will select the Contractor who will coordinate all activities with each provider's designated "Community Inclusive Residences Individually Supported" CIRIS Coordinator. The CIRIS coordinator will attend all training sessions and be involved in all aspects of CIRIS development and implementation.

If the Offeror is a residential habilitation provider it will implement its own CIRIS model under the supervision of DDSN, Office of Policy. In the case where the Offeror is a residential habilitation provider, the terms "Contractor" and "Provider" are used interchangeably.

Those proposals meeting the evaluation criteria will be added to DDSN's list of qualified providers of Consultants of Community Inclusive Residences Individually Supported (CIRIS).

B. Overview of The Agency

DDSN is the state's single state agency designated to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities and achieving life goals, and minimize the occurrence and reduce the severity of disabilities through prevention. DDSN serves over 33,000 people with lifelong disabilities of intellectual disability, related disability, autism spectrum disorders, and traumatic and spinal cord injuries and similar disability. About 3300 people receive residential habilitation through programs called Supervised Living (SLP), Community Training Homes (CTH), Community Residential Care Facilities (CRCFs), and Customized Living Options Uniquely Designed (CLOUD). The CLOUD was designed in response to the CMS Final Rule on Home and Community Based Services and National Core Indicator (NCI) survey data informing DDSN people with disabilities wanted more input in where and with whom they live: Only 53% of people chose or had input in choosing where they live, 34% of people chose or had some input choosing their roommate, and 39% of people reported they would like to live somewhere else. The CLOUD service model promotes development and independence in people with disabilities by creating customized plans to transition them from 24 hour supervised residential habilitation settings to semi-independent living. DDSN uses the Support Intensity Scale (SIS), a national assessment used to determine the level of supports needed for adults with a disability, to help identify those persons who may be interested and ready for more independent living options. The SIS encompasses all areas of a person's life (home living, community living employment, etc.) and is used to aid in service planning for each person to ensure his/her goals are identified and appropriate supports are in place. To learn more about the SIS, please visit www.siswebsite.org. To learn more about the CMS Final Rule, please visit www.medicaid.gov/HCBS. To learn more about DDSN and the services it provides, please visit www.ddsn.sc.gov.

CLOUD SERVICE MODEL: ROLES AND RESPONSIBILITIES OF CONTRACTOR

Contractor will assume the role of the Project Manager both during the transition period and post placement. Responsibilities include the following:

A. Coordinating all activities with each provider's designated "CIRIS Coordinator." The CIRIS coordinator will attend all training sessions and be involved in all aspects of CIRIS development and implementation.

B. Participant Selection: Contractors invite a pre-selected group based upon input from team meetings. Consumers and their families, as appropriate, attend an information session which outlines the project description, types of available supports, and responsibilities of the participants. Contractor reviews the Support Intensity Scale Interview Reports, interviews the participants, their families and staff and conducts a record review. Contractor then meets with the entire team to determine if the participant would be a good candidate for the project.

C. Utilize current Supports Intensity Scale, team meetings and input, and supplemental assessments to develop a comprehensive transition plan.

D. Develop programming to support the transition plan. This would include participant-specific methodologies across skill domains.

E. Provide specific and ongoing training to participants in the CLOUD project which reflects requirements identified in the transition plan. Training will support the needs of the participant outlined in the SIS interview and team discussions. Concentrated training will occur one (1) month out from the planned move and continue in the new home until completed, typically within 30-60 days. Training will be conducted by the appropriate professionals and will address needs across the following domains:

1. Home Living (including selecting direct support professionals see F. below)
2. Community Living
3. Lifelong Learning
4. Health and Safety
5. Social Networks
6. Protection and Advocacy

F. Selection of Direct Support Professionals (DSPs) - During the "Selecting Support Providers" training session participants identify a list of characteristics they would like their support providers to have. Participants then identify staff members who they feel meet their criteria. Contractor invites potential staff members to an information session which outlines the project description and the responsibilities and requirements of the Direct Support Professional. Contractor follows their own internal procedures for staff participation (i.e., additional interviews, requests for transfers, etc.). Participants will conduct formal interviews with the pre-selected staff members and agree as a group who will provide services.

G. Provide staff training and development of foundations skills supporting specific programming needs during both the preparation process and after placement. Training will serve as an enhancement to existing provider training and serve as an orientation to the CLOUD Project, increase competencies with engagement and teaching skills. Additionally staff will prepare for NADD DSP Certification. They will be conducted by the appropriate professionals and review the following competency standards:

1. Assessment and Observation.
2. Behavior Support.
3. Health and Wellness.
4. Community Collaboration and Teamwork.
5. Crisis Prevention and Intervention.

H. Facilitate discussion of coordination with community support agencies including:

1. Simply Home
2. Realtors
3. Financial Institutions
4. Pharmacies

I. Conduct fidelity checks and training to ensure project sustainability. Contractor will perform fidelity checks approximately 30 days post transition to ensure the programs are operating as intended and to provide support and any additional training or technical assistance requested by the provider or participant. **See attachment #1** for the form used to conduct these checks. It is the intention of the project for contractor to maintain the integrity and sustainability of the project. Initially, the contractor will conduct fidelity checks monthly to ensure the level of supports are adequate and appropriate and the provider has implemented CLOUD as intended. If additional training to either or both the participant and staff is warranted, contractor will provide such training. At the 90 day fidelity check, contractor will evaluate whether the participant is ready to move to the next phase and the provider's readiness to implement CLOUD with more independence. Contractor will conduct a Train the Trainer workshop for select provider staff when the fidelity check indicates provider readiness. Upon completion of the workshop, staff will be "certified" in the CLOUD Project process and will provide initial and ongoing training to staff and participants.

CLOUD FUNDING AND PARTICIPANT BUDGETS

A. Participants with funding bands of G and H will be changed to funding bands K and L respectively. DDSN will automatically make the band change at day 61 from the date the participant moves into their CLOUD home (this is the amount of time it will take for Contractor to complete its training to the Direct Support Professionals and consumers in their new CLOUD homes). Exceptions for a longer period of time must be approved prior to the move of any participant and sent to DDSN for approval.

B. Bands K and L are non-negotiable rates; however, the provider may shift individual line items in the budget wherever needed to support the participant. For example, if a person needs more adaptive equipment than the allotted amount, but less than the amount for medical supplies, the provider has the flexibility to use the money allocated to medical supplies to pay for the adaptive equipment.

C. Paying Direct Support Professionals: Once certified by NADD, contractor can choose between increasing their hourly rate to \$10.46 or giving them a bonus of about \$1,100- \$1,300 (rate/bonus will change as pay rates are changed by the General Assembly). If using the bonus system, the contractor will give the bonus each year to the Direct Support Professional if they continue to be NADD certified and meet the required fidelity checks performed by contractor. The contractor will develop its own incentive structure and receive DDSN approval to implement. Direct Support Professionals not meeting NADD certification are allowed to work in CLOUD homes if the participant desires such.

D. DDSN will pay providers for up to 40 hours of training for about 4-5 Direct Support Professionals per CLOUD home at the rate of \$9.79 per hour plus employer's share of FICA. (the rate will change as pay rates are changed by the General Assembly). Training will occur both pre and post transition to enhance learning opportunities in the participant's CLOUD home. Requests for reimbursement must include staff names and be sent to contractor for verification. Once verified, contractor will send to DDSN for payment.

E. DDSN will pay \$2,000 in start-up for each CLOUD participant. The participant must be involved in and assist with the decisions regarding the CLOUD home furnishings and necessary household items. All furnishings remain in the CLOUD home when any participant moves out.

F. CLOUD participants are responsible for the security deposits for home and utilities. However, if they do not have the funds to cover such expenses, the provider should notify DDSN.

G. DDSN contracts with The Arc of South Carolina to assist any participant with the lease agreement process. If a landlord or leasing agent does not feel comfortable with only the participant being involved (and the provider does not have a relationship with the landlord/leasing agent), the provider will contact The Arc of South Carolina to initiate the process. The Arc of South Carolina will advocate for the participant by educating the landlord/leasing agent, assisting the participant with signing the actual lease, and by signing off on the lease support agreement (see **Attachment# 2**) with the participant and staying involved in the process until they are no longer needed.

H. Representative Payee. It is desired for all participants to be their own representative payee. The provider will make a request to Social Security Administration three (3) months ahead of move date for this change in payee if not already in place. Of course, this can be done later in the program, not to exceed six (6) months post transition, if it becomes too burdensome to do while transitioning to the CLOUD.

I. DDSN will set up a CLOUD Bridge Account to be used to pay for room and board for up to 90 days when an individual leaves the program so as not to burden the remaining two individuals in the home. The bridge account can also be used to pay for room and board when the consumer's SSI representative payee is being changed from the provider to the consumer. The provider will notify The Arc of South Carolina when this occurs and the Arc will handle the payment to the landlord/leasing company.

J. DDSN will extend the 30 day timeframe for filling vacancies created by this program as long as the residential provider is making a conscientious effort to fill the vacancy.

K. See **Attachment 3** for the final budget.

LICENSING CLOUD HOMES

The licensing process and criteria are different for CLOUD than for CTH and SLP programs. See **Attachment 4** for CLOUD licensing criteria and standards.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

- a. Project Summary/Offeror's Qualifications— this section includes an executive summary of the proposed model with its key features. It must fully address the Offeror's capability to perform the work and how it meets the minimum criteria outlined in the scope of work. It also includes a maximum number of people to be served in years 1, 2 & 3.
- b. How the Model addresses the Key Provisions of Final Rule – this section outlines the extent to which the Model adheres to the mandates in the Final Rule.
- c. A Work Plan that includes all action items, responsible parties, target dates, and completion dates. The Work Plan must mirror the categories outlined in the CLOUD Work Plan found in attachment 1.
- d. Identification of potential consumers – this section will describe the processes that will take place to identify potential participants. For example, a review of SIS scores and corresponding parameters, conducting informational sessions, developing materials for consumers and families, conducting orientation training for consumers, families and staff, and any other approaches that will take place to reach out to potential consumers. In addition, the materials and their content for each approach must be included in this section. Please note: When

the Offeror (CIRIS Consultant) is not a residential habilitation provider working with a provider organization, the provider organization will invite a pre-selected group of consumers based upon input from team meetings. Consumers and their families, as appropriate, attend an information session that outlines the project description, types of available supports, and responsibilities of the participants. The CIRIS Consultant reviews the Support Intensity Scale (SIS) Interview Reports, interviews the participants, their families and staff and conducts a record review. The consultant then meets with the entire team to determine if the participant would be a good candidate for the project.

- e. Promotion of each person's development and independence – this section describes how the model builds on the participants' skills and abilities and reduces their dependence on paid support.
- f. Assurance of each person's health, safety and welfare – this section describes how the model ensures the health and safety of each participant while balancing the person's rights to take risks, make their own decisions, and work toward goals of value to them.
- g. Development of customized transition plans from 24 hour supervised settings to semi-independent living – this section will include a table of contents and fully describe how the results from all three (3) major areas of the SIS: Basic Support Needs; Protection and Advocacy Activities; and Medical and Behavioral Supports Needs will be incorporated into the plans.
- h. Competency-based participant training in all 3 major areas addressed by the Support Intensity Scale (SIS) including a timetable outlining pre-placement and post placement training – this section will include the actual training modules that will be used to train participants and at what point in the process the trainings will occur. At a minimum, training module topics must cover: home living, community living, lifelong learning, health and safety, social networks, and protection and advocacy. It also includes the process for ensuring participant competency in each topic area.
- i. Identification of living arrangements and roommates– this section will describe how the participants will go about deciding where they want to live and with whom they want to live with, if applicable and the process for locating desired and affordable housing.
- j. A reduction of staff supervision from current setting – this section will detail the process for reducing 24 hour staffing once the participant moves into his/her new home or apartment. DDSN will allow up to 60 days of 24 hour staffing in each person's new home (maintaining current band funding), but the process for determining staff reduction must be detailed and based on the DDSN funding bands and phases for the new model (Bands K and L, phases 1, 2 and 3).
- k. Use of a variety of supports including community resources, technology, electronic monitoring and self-management programs – this section will describe the community resources that will be used to provide additional or targeted support to each consumer including the use of any technology or electronic monitoring such as Simply Home to support the needs of each participant.
- l. Identification and selection of staff by participants – this section will describe the process by which direct support professionals (DSPs) will be identified to work in the Model and how participants will go about selecting the DSPs they want.
- m. Competency-based training for direct support professionals (DSPs) –All Models must include a nationally recognized DSP certification or training program. The residential habilitation provider is responsible for the costs of the actual certification; however, the Offeror (whether the residential habilitation provider or CIRIS Consultant) is responsible for development of the curricula if not included with the certification or training program. This section will define the program that will be used to train DSPs. If curricula are not included with the certification or training program, this section must include the actual training modules that will be used to train DSPs in preparation for national training/certification. In addition, if not included in the national training/certification program, this section must include topics of: engagement and teaching skills, positive interactions, dignity of risk and duty of care, and medical advocacy. Finally, this section must include recognition and acceptance of DDSN's requirement of annual bonuses for DSPs who receive certification and annual recertification as outlined in attachment 1.
- n. Fidelity Checks to ensure the Model is implemented with integrity and as intended – this section describes the process of whom and at what points/times fidelity checks will be performed to ensure all components are achieving their desired results. If the Offeror is part of the same entity as the residential habilitation provider, it will need to demonstrate through the application of a firewall that will be in place so the fidelity checks are most impartial. The person(s) performing these checks must be objective and not responsible for implementation of the

Model, but be knowledgeable and skilled to complete the checks accurately. This section also includes the actual forms used for the checks and how the results will be used to improve outcomes.

- o. Back fill efforts for homes vacated by persons moving to the new Model – this section describes how vacancies will be filled, if applicable. For example, if 10 persons from the Community Training Home II (CTH-II) program are moving into the new Model, how will those 10 vacated CTH II beds be filled? Or, explain if homes will be closed and property sold.
- p. Participant budgets – this section will affirm recognition and acceptance of the new funding bands, K & L, and their phases, applied to the new Model. In addition, this section will describe what criteria will be used to move a participant from phase 1, phase 2, and phase 3 (band K only). Last, this section affirms recognition and acceptance of the policy for funding day programs under the new Model.
- q. Agreement to adhere to DDSN Licensing Standards for CLOUD homes, all Residential Habilitation Standards unless otherwise requested and approved through this proposal, and all other applicable DDSN policies, standards and directives – this section will affirm recognition and acceptance of adherence to all DDSN policies, standards and directives.
- r. Sustainability – this section will describe how the Model will sustain itself over time.
- s. Model budget (versus participant budget) – this section will affirm recognition and acceptance of DDSN's payment per person for implementation of the Model. See attachment 1 for details.

Offeror must complete and submit a HIPAA Business Associate Agreement with their bid package (see attachment 2).

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐Yes ☐No

Is the bidder a Minority Business certified by another governmental entity? ☐Yes ☐No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐Yes ☐No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐Yes ☐No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐Traditional minority
- ☐Traditional minority, but female
- ☐Women (Caucasian females)
- ☐Hispanic minorities
- ☐DOT referral (Traditional minority)
- ☐DOT referral (Caucasian female)
- ☐Temporary certification
- ☐SBA 8 (a) certification referral
- ☐Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:<http://www.govoep.state.sc.us/osmba/> [04-4015-1]

SUBMITTING REDACTED OFFERS (FEB 2007)

You are required to mark the original copy of your Offer to identify any information that is exempt from public disclosure.

You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your Offer from which you have removed any information that you marked as exempt, (i.e., a redacted copy). The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) as one document is preferred.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006)

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

At a minimum, qualified contractors must have five (5) or more years of experience directly working with DDSN's or another state's Developmental Disabilities residential habilitation program; have a proven track record of incorporating and applying person-centered approaches to service delivery; be familiar with innovative residential service delivery models, and have a thorough knowledge of the CMS Key Provisions of the HCBS Settings Final Rule.

b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

[05-5010-1]

QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

(a) Include a brief history of the offeror's experience in providing work of similar size and scope.

(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.

(d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.

(e) List of failed projects, suspensions, debarments, and significant litigation.

[05-5015-1]

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your Offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS

Award will be made to all responsive and responsible Offerors whose offer is determined to be the advantageous to the State. Successful offerors must score at least 98 points of the total 105 point potential.

AWARD TO MULTIPLE OFFERORS (JAN 2002)

Award may be made to more than one Offeror.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original request for proposal as authorized by the solicitation.

Bids received after the initial awards will be reviewed and awarded approximately every four (4) months, if requirements above have been met. However, the State will review bids and process awards at their discretion.

The failure of a specific Offeror to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy under Section 11-35-4230.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

EVALUATION FACTORS – PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Major Category	Criterion
Category 1: Executive Summary & Offeror's Qualifications	<ul style="list-style-type: none">The executive summary covers all required elements and features. The Offeror's capability to perform the work meets all criteria. 5 points
Category 2: Comprehensive Work Plan	<ul style="list-style-type: none">The work plan contains all action items, responsible party for each action item & target dates with sufficient detail from inception to completion; work plan is consistent with responses to all items in proposal and contains the categories outlined in the CLOUD Work Plan. 10 points
Category 3: Concrete & measurable criteria for identifying potential participants, with materials	<ul style="list-style-type: none">Criteria are measurable & logical & include practical use of SIS with acceptable range of scores for selecting applicants; training materials for informational and orientation sessions for consumers and families are included & any other approaches that will be used. 10 points
Category 4: Participant Transition plans	<ul style="list-style-type: none">An example of the transition plan format is provided with a table of contents; includes narrative explaining how plan will be developed and used for participants; is based on SIS results from all three (3) major areas; includes process for engaging participants in development and use and describes how plan builds on participant's strengths, skills and abilities; sections include timeframes for completion. 10 points
Category 5: Competency-based participant training in areas addressed by SIS	<ul style="list-style-type: none">Includes actual training modules used for participant training; modules correspond to all areas of SIS and includes required topics; modules are competency-based; timing of training is identified; details how participants select housing and their roommates, if applicable & the direct support professional who will work with them as they transition to new Model. 15 points
Category 6: Bands K & L, and their phases	<ul style="list-style-type: none">Acknowledgement & acceptance of Bands K & L for Model; details process and timing for staff reduction in sync with Bands K & L and their phases, with assurances of health, safety & welfare of participants. 10 points

Category 7: Adequate community resources, use of technology & electronic monitoring	<ul style="list-style-type: none"> A variety of supports is fully described and includes the use of technology or electronic monitoring to ensure health, safety and welfare. 10 points
Category 8: Nationally recognized direct support professional training	<ul style="list-style-type: none"> Certification is nationally recognized; training topics and modules are included if not part of certification program; modules are competency-based and all topics are included; attestation is made to use DDSN's bonus system when certification occurs and annually thereafter. If NADD is used as the DSP training, a process for a recertification-like check, within 12-15 months of initial NADD certification, is described with actual assessment form. 15 points
Category 9: Fidelity Process & Measures	<ul style="list-style-type: none"> Process is comprehensive, objective, contains measures to ensure Model is operating as intended; includes who and at what points checks are performed, forms are thorough and explain how results will be used to improve performance and quality. 10 points
Category 10: Backfill process and efforts	<ul style="list-style-type: none"> A description of how vacancies will be used: end result must be movement of people from regional centers or community ICF/IIDs unless otherwise explained and approved by DDSN. 5 points
(Category 11: DDSN policies, standards and directives; & payment for Model Implementation and Follow-up components	<ul style="list-style-type: none"> Attestation is provided to adhere to all DDSN policies, standards, and directives applicable to Model (e.g., residential habilitation standards, CLOUD licensing process) and of DDSN'S per person on published rate for implementation of the Model. 5 points)

[06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

- (a) Notice: In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

- (a) Any contract resulting from this solicitation shall consist of the following documents:
 - (1) a Record of Negotiations, if any, executed by you and the Procurement Officer;
 - (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable;
 - (3) the solicitation, as amended;
 - (4) modifications, if any, to your offer, if accepted by the Procurement Officer;
 - (5) your offer;
 - (6) any statement reflecting the state's final acceptance (a/k/a "award"), and
 - (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
- (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
- (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the Offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed

and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

- (1) **Choice-of-Forum:** All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- (2) **Service of Process.** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including, but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

- (A) After award, any notices shall be in writing and shall be deemed duly given
 - 1) upon actual delivery, if delivery is by hand,
 - (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
 - (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT and INTEREST (MAY 2011)

- (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

- (b) Unless otherwise provided herein, including the purchase order, payment will be made by check.
- (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.
- (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent (15%) each year"), as amended.
- (e) Any other basis for interest, including, but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [07-7A055-2]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, (e.g., quantity, item, delivery date, payment method) but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS - (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the

State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

- (1) **Contract Modification:** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) **Adjustments of Price or Time for Performance:** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) **Time Period for Claim:** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
- (4) **Claim Barred After Final Payment:** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006)

- (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
 - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
 - (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - (1) acts of God or of the public enemy;
 - (2) acts of the State in either its sovereign or contractual capacity;
 - (3) fires;
 - (4) flood;
 - (5) epidemics;
 - (6) quarantine restrictions;
 - (7) strikes;
 - (8) freight embargoes; and
 - (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly.

subject to the contractor's rights under the Disputes clause.

- (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either:

- (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or
- (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

Upon award Contractor must show evidence of being licensed, bonded, and Insured.

PRICE ADJUSTMENTS (JAN 2006)

- (1) **Method of Adjustment:** Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
 - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) **Submission of Price or Cost Data.** Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220]

- (a) **Cost or Pricing Data:** Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties.
- (b) **Records Retention:** You shall maintain your records for three (3) years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2).
- (c) **Inspection:** At reasonable times, the state may inspect any part of your place of business which is related to performance of the work.

- (d) **Instructions Certification:** When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context).
- (e) **Subcontracts.** You shall include the above text of this clause in all of your subcontracts.
- (f) **Nothing in this clause limits any other rights of the state.** [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 12months, 365days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 4year(s), 12month(s), and 365day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

- (1) **Termination:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) **Right to Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer:
 - (a) any completed supplies; and

- (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation:

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one (1) year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
 - (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
 - (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
 - (i) contract prices for supplies or services accepted under the contract;
 - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
 - (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
 - (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Rates to be paid for services under this contract are set by DDSN as follows.

CONSUMER, PROVIDER AND STAFF TRAINING

For purposes of the description below, the Offeror is the CIRIS Model Consultant. If a residential habilitation provider is the Offeror, the Train the Trainer activities and rates do not apply: the provider will not be reimbursed for these services.

PERIOD 1 – Provider and Family/Potential Participant Training: Introduction & Planning Activities consist of provider orientation, informational sessions for individuals and their families, identification of potential participants, review of individual Supports Intensity Scale (SIS) data and interviews with potential participants, development of transitions plans, team orientations and meetings, and selection of participants and provision of project overview to provider and participants. The Offeror will be reimbursed \$6,000 for these activities. The rate is based on a projection of six (6) participants ending up being accepted into the CIRIS model. The Offeror will be paid for such activities once the informational sessions are complete (and before transition plans are completed).

Once provider and family/potential participant training is done, then recruitment of participants will occur with the end result being the participants signing the consent form. Depending on the number of participants enrolling in the program, the payment to the Offeror will be viable for the remaining three (3) training periods.

Payment for the next three (3) training periods will be paid based on the number of participants who sign consent forms to enter the CIRIS model. See chart for payment schedule.

PERIOD 2 – Participant Training: Roommate and Staff Selection Activities consist of initial planning meetings and participant training in the areas outlined in the Offeror's approved work plan. The Offeror will be paid for those persons as defined in a.-d. above once the participant training has been completed.

PERIOD 3 –Participant and Staff Training Phase I: House Preparation, Licensing & Pre-Move Activities consist of final staff identification and recruitment, participant and staff training in areas outlined in the CIRIS work plan, team meetings, identification of housing options, licensing, assessment by Simply Homes, identification of technology needs and preparation of staff schedules, and house meetings. The Offeror will be paid for those persons as defined in a.-d. above once staff training has been completed.

PERIOD 4 – Participant and Staff Training Phase II: Move-In, Training & Certification Activities consist of participant training in the areas outlined in the CIRIS work plan, staff training and certification in the areas outlined in the CIRIS work plan, provider reimbursement for staff training, and monthly fidelity checks for two (2) months once training has been completed. The Offeror will be paid for those persons as defined in a.-d. above once staff training has been completed.

Consumer, Provider and Staff Training Payment Schedule

Training Periods	0 - 2 people accepted into CIRIS		3 people accepted into CIRIS		4 people accepted into CIRIS		5 people accepted into CIRIS		6 people accepted into CIRIS		Each additional person over 6 accepted into CIRIS
	Per Person	Total	Per Person	Total	Per Person	Total	Per Person	Total	Per Person	Total	
Period 1 - Provider & Family/Potential Participant Training	\$ 1,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ 1,000
Period 2 -Participant Training				\$ 2,000		\$ 3,400		\$ 4,700		\$ 6,000	\$ 1,000
Period 3 -Participant and Staff Training Phase I				\$ 2,000		\$ 3,300		\$ 4,700		\$ 6,000	\$ 1,000
Period 4 - Participant and Staff Training Phase II				\$ 2,000		\$ 3,300		\$ 4,600		\$ 6,000	\$ 1,000
Total Payments		\$ 6,000		\$ 12,000		\$ 16,000.00		\$ 20,000		\$ 24,000	\$ 4,000

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1] See Attachments

FIDELITY CHECKS AND TRAIN-THE TRAINER SESSION ACTIVITIES

FIDELITY CHECKS: Once the first two (2) fidelity checks have been completed, the Offeror will conduct a 90-day post-move fidelity check to perform two additional assessments (1) the provider's readiness and capability to operate its CIRIS program without the assistance of the Offeror and (2) the participants' level of support and whether they can move to the next phase of CIRIS model as defined by the approved budget in terms of hours of support. The 90-day check will be paid in groups of three (3) participants, for example, if three (3) people live together in a CIRIS home, that would count as one (1) 90 day fidelity check; if two (2) people live together in a CIRIS home/apt. and one (1) person lives in his own apt, this would count as one 90-day fidelity check. For the first 90-day fidelity check, the Offeror will be paid \$250.00. If the assessment indicates that the person(s) is not ready to move into phase 2, the Offeror may conduct a second 90 day assessment, for \$150-\$250 per assessment depending on distance to travel. If over 50 miles roundtrip from Offeror's physical business address, the Offeror will be paid \$250, if under 50 miles, the Offeror will be paid \$150.00. The Offeror is required to get prior approval in writing from DDSN Office of Policy to do any additional 90-day fidelity checks.

TRAIN THE TRAINER: If the provider's readiness to operate a CIRIS model is positive, a train-the-trainer workshop to staff selected by the provider will be done. (Note: This requirement for a train the trainer workshop does not apply if the Offeror is the residential habilitation provider.) A "certification" will be issued to the staff indicating they can conduct all training to staff and participants. The Offeror will conduct two (2) full day training sessions. The Offeror will also provide the Residential Provider one (1) complete copy of the Offeror's Curriculum. The Offeror's Curriculum will remain with the residential service provider and cannot be transferred to another residential service provider. Once the training sessions have been completed and the Offeror's Curriculum given to the residential service provider, the Offeror will be paid \$1,000.

NATIONAL ASSOCIATION OF PERSONS WITH DUAL DIAGNOSES (NADD) RECERTIFICATION

If the Offeror uses NADD for its competency-based training program for Direct Support Professionals (DSPs), this payment structure applies. If some other training is used, the Offeror must follow the nationally recognized DSP certification or training program's standards to ensure DSPs remain competent. Certification by NADD for DSPs is granted for two (2) years. However, to ensure DSPs maintain competencies throughout the duration of their initial certification and continue to be eligible for an annual bonus, the Offeror will perform a recertification-like check within 12-15 months of initial NADD certification. The recertification-like check includes direct observation of the DSP, gathering input from the participants, their families when applicable, and their case managers, completion of the assessment form and communication with the provider organization of the findings. This recertification process allows the Offeror to provide an annual check not only of the DSPs, but also of the program once provider organizations are on their own. This is a one-time activity. The rate for the recertification-like check is \$500.00 per three (3) person program. This includes at least four (4) DSPs, along with family member and case manager feedback as well as an annual assessment of the program. If travel to the provider organization is over 50 miles round trip from the Offeror's physical business address, DDSN will pay an additional \$150.00.

INVOICING AND CERTIFICATION

The Offeror will maintain documentation of the dates that all required activities occur. The Offeror will invoice SCDDSN monthly for activities completed. On each invoice the Offeror will certify that all activities required to receive the particular payment have been completed and that documentation to support the invoice is available for review and audit.

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

See Attachments

- Attachment 1 Fidelity Check Summary**
- Attachment 2 Lease Support Agreement**
- Attachment 3 CLOUD Project Rates**
- Attachment 4 Licensing Standards for CLOUD**
- Attachment 5 HIPPA Business Associate Agreement**

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to:

- (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina;
- (2) nonresidents who are not conducting business in South Carolina;
- (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year; or
- (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at (803) 898-5383 or visit the Department's website at: www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at (803) 898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at (803) 896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING"

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST - AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal. If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]



THE CLOUD PROJECT

Fidelity Check Summary

Names of participants _____

Provider Agency: _____

Observer Name: _____

Date _____

Physical Environment

	Yes	No
Home is free from staff office or work area including file cabinets, bulletin boards, postings, etc	<input type="checkbox"/>	<input type="checkbox"/>
House and rooms are personalized	<input type="checkbox"/>	<input type="checkbox"/>
Medication is secure as per individual need	<input type="checkbox"/>	<input type="checkbox"/>
Participants have free access to all items in home unless specified in plan	<input type="checkbox"/>	<input type="checkbox"/>
Environmental resources are available and utilized as noted in plan	<input type="checkbox"/>	<input type="checkbox"/>
Did participants answer the door and/or phone?	<input type="checkbox"/>	<input type="checkbox"/>
Bedrooms meet minimum licensing requirements	<input type="checkbox"/>	<input type="checkbox"/>
Room is odor free	<input type="checkbox"/>	<input type="checkbox"/>
Linens are clean	<input type="checkbox"/>	<input type="checkbox"/>
Room is free of trash and food items	<input type="checkbox"/>	<input type="checkbox"/>
Egress is unobstructed (windows and doors)	<input type="checkbox"/>	<input type="checkbox"/>

Participant Interviews

Who has the keys to your house? _____

What makes this house different than your previous house? _____

Who makes the daily decisions in the house? i.e., what/when to eat meals, daily routine, laundry, cleaning, recreation activities, leisure time _____

Are your decisions respected by your support providers? ☐ Yes ☐ No

Staff Observations/Teaching Skills and Interactions

Describe level of engagement and teaching interactions during visit (see attached data sheet)

Are teaching interactions reflective on ongoing needs? ☐ Yes ☐ No

Comments

Level of Supports

Are level of supports appropriate and adequate? ☐ Yes ☐ No

Comments





Observer scores:

P = Positive Interactions.

N = Negative Interactions.

S = Social interactions during each interval

I = Inappropriate interactions that are disrespectful, irritated, or unprofessional. These may require immediate, post-observation feedback.

Observer scores only once that an interaction type was observed the frequency of these interaction is not captured with this procedure. These data can provide insights into the level of engagement and the distribution across the interaction styles. The distribution of interactions should strongly favor the positive, yet acknowledging that the negative type is at times necessary (e.g., corrective feedback)

Interval	Positive	Negative	Social	Inappropriate
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Summary:

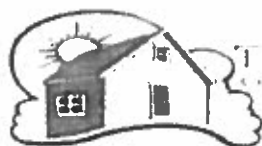
% Intervals Scored (P) = ____/15 x 100 = ____

% Intervals Scored (N) = ____/15 x 100 = ____

% Intervals Scored (S) = ____/15 x 100 = ____

% Intervals Scored (I) = ____/15 x 100 = ____





THE CLOUD PROJECT
A system of Zero to sixty Options - Community Resources

Lease Support Agreement

The CLOUD Project was created to promote personal development and independence in people with disabilities by creating a customized transition from 24-hour supervised living to a semi-independent living arrangement. The CLOUD Project emphasizes access to all community resources including housing options. A key component to the CLOUD Project is for participants to be responsible for all aspects of community living. This includes selecting support providers, house mates, and housing. A Lease Support Agreement connects participants with landlords and provides an extra level of support which might be needed to facilitate a positive landlord/tenant relationship.

This Lease Support Agreement is between the Landlord and The Arc of South Carolina. CLOUD Project staff are authorized to act on behalf of the tenants. The Arc of South Carolina and CLOUD Project staff will assist with the rental application process and ensure appropriate procedures are in place to facilitate monthly rent payments.

CLOUD Project staff will monitor the upkeep of the property and ensure the Landlord is notified of any maintenance or repair issues in a timely manner. Landlord will notify tenant of any necessary repairs.

CLOUD staff will have daily contact with the occupants. These meetings are supportive services that will insure the tenants have the necessary support to assist them in handling any challenges with their living arrangements.

If tenant fails to cure any financial or other obligation after written notice to the tenant and CLOUD Project staff, The Arc of South Carolina will be contacted in writing and will facilitate obligations are met by the tenant.

The Arc of South Carolina will assist tenants in the event the Landlord fails to comply with all applicable laws providing equal housing opportunities.

Community Supports

The Arc of South Carolina

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Provider Agency

Agency: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Signatures:

Landlord

Date: _____

The Arc of South Carolina

Date: _____

Provider Agency

Date: _____

FINAL

RESIDENTIAL INITIATIVE - CLOUD PROJECT - RATES EFFECTIVE JULY 1, 2014

Attachment #3

12/2/2014

BAND L

	Phase 1	Phase 2
Salaries		
Skills Training	60,919	38,074
Substitutes @ 10%	6,092	3,807
Program Assurance	9,865	8,221
Total Salaries	76,876	50,103
Employer Contributions at 30%	23,063	15,031
Total Personnel	99,939	65,134
Other Operating		
Clinical	8,640	7,200
Environmental Modifications	3,000	3,000
Medical Supplies	3,000	3,000
Transportation	8,100	8,100
Adaptive Equipment and Maintenance	1,200	1,200
Total Other Operating	23,940	22,500
Total Personnel and Other Operating	123,879	87,634
Admin. allocation at 8%	9,910	7,011
Annual Cost per 3 Person CLOUD	133,790	94,645
Cost per Person	44,597	31,548

BAND K

	Phase 1	Phase 2	Phase 3
Salaries			
Skills Training	38,074	27,196	16,318
Substitutes @ 10%	3,807	2,720	1,632
Program Assurance	8,221	6,577	6,577
Total Salaries	50,103	36,493	24,526
Employer Contributions at 30%	15,031	10,948	7,358
Total Personnel	65,134	47,440	31,884
Other Operating			
Clinical	7,200	5,760	5,760
Environmental Modifications	1,000	1,000	
Medical Supplies	3,000	3,000	3,000
Transportation	8,100	8,100	8,100
Adaptive Equipment and Maintenance	1,200	1,200	1,200
Total Other Operating	20,500	19,060	18,060
Total Personnel and Other Operating	85,634	66,500	49,944
Admin. allocation at 8%	6,851	5,320	3,996
Annual Cost per 3 Person CLOUD	92,485	71,820	53,940
Cost per Person	30,828	23,940	17,980

Assumptions: Current Services = H Band

	Phase 1	Phase 2	Phase 3
Skills Training (weekly hours) - Direct Care	5	10.46	112
Program Assurance (weekly hours) - Coordinator	5	15.81	70
Clinical (monthly hours) - Psych, BSP, Nursing	5	60.00	12
Administrative Percentage			
Based on provider average costs			
Adaptive Equipment and Supplies			
Average monthly monitoring fee \$100			
Transportation			
Based on provider average costs - \$2,700 per person			
Medical Supplies			
Includes medication, copays and medical supplies			

Assumptions: Current Services = G Band

	Phase 1	Phase 2	Phase 3
Skills Training (weekly hours) - Direct Care	5	10.46	70
Program Assurance (weekly hours) - Coordinator	5	15.81	50
Clinical (monthly hours) - Psych, BSP, Nursing	5	60.00	10
Administrative Percentage			
Based on provider average costs			
Adaptive Equipment and Supplies			
Average monthly monitoring fee \$100			
Transportation			
Based on provider average costs = \$2,700 per person			
Medical Supplies			
Includes medication, copays, and medical supplies			

- 1 - \$2,000 start-up funding for furnishings will be provided for each individual participating in the program.
- 2 - 40 hours staff training at \$5.79/hour plus employer share of FICA will be provided for each direct support professional participating in the training for the project.
- 3 - DOSH will set up a Cloud Bridge Account to be used to pay for room and board for up to 30 days when an individual leaves the program so as not to burden the remaining two individuals in the home.
- 4 - DOSH will extend the 30 day timeframe for filling vacancies created by the program as long as the residential provider is making a conscientious effort to fill the vacancy.
- 5 - The above budget is based on \$10.46/hr. for direct support staff. Providers can opt to pay direct support staff \$9.79/hr and award a bonus upon completion of certification, fidelity check, and recertification.

LICENSING STANDARDS

For

CLOUD

Effective November 2013

Revised April 23, 2014

Revised December 5, 2014

	Safety	Guidance
1.0	<p>All sites shall receive a life safety inspection by DDSN or its approved contractor:</p> <p>a) Prior to being inspected by DDSN Licensing Contractor, annually, and following major structural changes to the home.</p> <p>b) Any deficiencies received during the life safety inspection shall be reviewed by SCDDSN prior to the home being licensed.</p>	<p>See Attachment 1: CLOUD Licensing Request Cover Sheet which is REQUIRED to be submitted with the Application to Operate. In addition, if the home/apartment does not have a sprinkler system, Attachment 2: CLOUD Apartment/House Assessment of Capability to Self-Preserve form must be completed and submitted with the cover sheet. The assessment is also required for any new person moving into an existing licensed CLOUD home/apartment.</p> <p>See Attachment 3: CLOUD Life Safety Checklist</p> <p>Note: In addition to smoke alarms, the site must also have a carbon monoxide detector when any of the following conditions exist:</p> <ul style="list-style-type: none"> • Fuel burning appliances are used • There is a functional fireplace in the home • The home has an attached garage with a common wall <p>Should you have questions about placement of carbon monoxide detectors, contact your local Fire Marshal.</p> <p>The Life Safety Inspection report is maintained by the provider.</p> <p>Sites that have fire sprinkler systems must be inspected in accordance with NFPA 25 standards. To maintain certification: monthly, quarterly, semi-annual, annual and five (5) year inspections must be completed. All the inspections can be handled by residential staff or maintenance staff EXCEPT for the annual and five (5) year inspection which must be performed by a certified sprinkler contractor. Documentation of all inspections must be maintained by the provider. Refer to the attachments in DDSN Directive 300-03-DD: Annual Certification of Electrical, Mechanical, Fire Alarm and Sprinkler Systems for Renewal of Licensure, for sample forms which may be used.</p>
1.1	<p>All sites shall be inspected by a DDSN Licensing Contractor:</p> <p>a) Prior to the initial admission of a person.</p> <p>b) Annually, as required per directive.</p> <p>After structural changes are made to the home.</p>	<p>The license is not transferable from either the address or family specified on the license.</p> <p>Initial inspections must be requested two weeks in advance.</p>

1.2	<p>All sites shall pass an electrical inspection conducted by a licensed electrician:</p> <ul style="list-style-type: none"> a) Prior to the home being inspected by a DDSN Licensing Contractor; and b) After major structural changes are made. 	<p>"Pass" requires that the home's electrical system is in good working order and does not jeopardize the health and safety of people living there.</p> <p>Documents must be available to verify the date and results of the inspection, as well as the inspector's license number.</p> <p>Forms submitted as evidence of an electrical inspection must include a review of all components of the home's electrical system and the signature of the person completing the inspection. See DDSN Directive 300-03-DD: Annual Certification of Electrical, Mechanical, Fire Alarm and Sprinkler System for Renewal of Licensure, for a sample form.</p> <p>Sites that have emergency generators must perform complete and thorough inspections of them. Routine service by a qualified contractor is encouraged to ensure that generators are maintained in good operating condition. Service contracts generally include semi-annual and/or annual inspections. Providers must perform monthly checks of the generators. Documentation of all checks must be maintained by the provider. See DDSN Directive 300-03-DD: Annual Certification of Electrical, Mechanical, Fire Alarm and Sprinkler System for Renewal of Licensure, for sample forms which may be used to conduct monthly inspections.</p> <p>Note: Electrical system must be maintained in good working order at all times. Any conditions at the time of the inspection that jeopardize the health and safety of the people living at the site will be cited as a deficiency.</p>
1.3	<p>All sites shall pass a heating, ventilation and air-conditioning inspection conducted by a licensed inspector:</p> <ul style="list-style-type: none"> a) Prior to the home being inspected by a DDSN Licensing Contractor to operate; and b) After major structural changes are made to the home. 	<p>"Pass" requires that the HVAC is in good working order and heating equipment must be capable of maintaining a room temperature of not less than 68 degrees Fahrenheit throughout the home. Cooling equipment must be capable of maintaining a room temperature of not more than 75 degrees Fahrenheit through the home.</p> <p>Documents must be made available to verify the date and results of the inspection.</p> <p>Forms submitted as evidence of an HVAC inspection must include a review of all components of the home's HVAC system and the signature of the person completing the inspection. See DDSN Directive 300-03-DD: Annual Certification of Electrical, Mechanical, Fire Alarm and Sprinkler System for Renewal of Licensure, for a sample form.</p>

1.4	<p>When not on a public water line, all sites shall pass a water quality inspection conducted by DHEC prior to the home being inspected by DHEC to operate; as indicated:</p> <ul style="list-style-type: none"> a) A bacteria, and metal/mineral analysis must be performed prior to being licensed; b) As needed when changes in taste, color or odor are present; and c) A bacteria analysis must be performed annually. 	<p>Providers must request an inspection from their county DHEC Office.</p> <p>The DHEC inspection report is maintained by the Provider.</p> <p>Mixing valves must be inspected routinely with documentation maintained by the provider. See DDSN Directive 300-03-DD: Annual Certification of Electrical, Mechanical, Fire Alarm and Sprinkler System for Renewal of Licensure, for a mixing valve inspection checklist.</p>
1.7	Firearms are prohibited on all sites.	The presence of firearms with no documented waiver approval will be cited as a deficiency.
1.8	Pets on site shall be current with vaccinations.	<p>Based on the discretion of the provider or landlord, pets may be allowed if: vaccinations are current; proper care is provided and no signs of potential risk are assessed.</p> <p>Documentation of current vaccinations must be available for review.</p>

	Home Environment	Guidance
2.0	<p>All sites shall have a standard first-aid kit that is:</p> <ul style="list-style-type: none"> a) Readily accessible. b) Well stocked for the number of people who are intended to use it. 	<ul style="list-style-type: none"> • Contents recommended by the American Red Cross for a standard kit: ¾" x 3" standard adhesive bandages; mini bandages; 2" x 2" sterilized gauze pads; 1" x 5 yards self-adherent wrap; triple antibiotic ointment; providone-iodine antiseptic/germicide swabs; alcohol prep pads; • Items in the kit must not be expired; • Readily accessible means accessible to all staff of the home and any resident assessed as capable of using it safely.
2.1	<p>All sites shall have a flashlight on site for each level of the home.</p>	<p>Flashlight must be readily accessible and operable.</p> <p>Level = floor</p>
2.5	<p>Hot water temperature on sites:</p> <ul style="list-style-type: none"> a) Shall be no less than 100 degrees Fahrenheit. b) Shall never be more than 120 degrees Fahrenheit in a home where an individual lives who is incapable of regulating water temperature. c) Shall never be more than 130 degrees Fahrenheit. 	<p>Water regulating skills of all persons living in the home who receive services must be assessed and appropriate training implemented.</p> <p>Documentation of checks and any necessary modifications should be maintained on site.</p> <p>Water temperature shall never be more than 130 degrees Fahrenheit, no matter the skills of the residents living in the home.</p>
2.6	<p>All sites shall be:</p> <ul style="list-style-type: none"> a) Free from obvious hazards. b) Clean. c) Free of litter/rubbish. d) Free of offensive odors. e) Equipment in good working order. 	<p>Litter/rubbish contained in covered cans or tied in garbage bags.</p> <p>Have at least one (1) bed with mattress and clean pillow, sheets and blanket for every resident (unless married couple choose to share a bed).</p> <p>Linens should be clean/sanitary.</p> <p>No evidence of pests/vermin.</p> <p>No offensive odors – smell of urine, rotting food.</p> <p>Household cleaning agents are kept in secure locations away from food and medications.</p> <p>Note: If any individual living in the home is assessed as having the skills/knowledge to safely use cleaning agents, accommodations must be made for them to have free access to the supplies.</p>

		<p>Site must have lockable exterior doors and windows.</p> <p>All sites must have workable sink, shower/tub and at least one toilet.</p> <p>Equipment may include, but not be limited to: appliances, furniture (including lawn furniture), flooring, walls, plumbing fixtures, fire alarms, fire extinguishers.</p>
2.11	Sufficient staff shall be available 24 hours daily to respond to the needs of the residents and implement their programs.	Available means that staff must be on site or in real-time contact by electronic means or be able to reach the site within 15 minutes.

	Health Services	Guidance
3.0	Medications, including controlled substances and medical supplies shall be managed in accordance with local, state and federal laws and regulations.	In a secure and sanitary area with proper temperature, light, humidity and security.
3.2	<p>Orders for new medications and/or treatments shall be administered by:</p> <p>a) The person for whom the medication is prescribed when he/she is assessed as independent.</p> <p>b) Licensed nurse.</p> <p>c) Unlicensed staff as allowed by law</p>	Unlicensed staff as allowed by law: As a result of a provision contained in the 2002-2003 Budget Bill, H. 4878-Part 1B, 11.10, the General Assembly of the State of South Carolina granted to the Department of Disabilities and Special Needs (DDSN) the statutory authority for selected unlicensed persons to administer medications to DDSN consumers in community settings. With regard to injectable medications, this authority only applies to "regularly scheduled insulin and prescribed anaphylactic treatments under established medical protocol and does not include sliding scale insulin or other injectable medications."
3.3	At all sites, orders for new medications and/or treatments shall be filled and given within 24 hours unless otherwise specified.	If orders are given as the result of a self-initiated or family initiated physician, PAA or CPN visit, orders must be changed within 24 hours of learning about the visit.
3.4	Medications shall be safely and accurately given.	<p>Medication has not expired.</p> <p>There are no contraindications (i.e., no allergy for the drug).</p> <p>Administered at the proper time, prescribed dosage, and correct route.</p> <p>If a provider has documented all medication errors, and no errors resulted in the need for additional medical treatment as a result of the error, the appropriate remediation for the error was documented AND the monthly medication error rate for that location does not exceed .035, then the provider should not be cited for this indicator. If the monthly error rate is more than .035, even with the documentation of remediation, then the provider will be cited.</p> <p>Medication Records, Medication Error Reports, and the monthly error rate calculation for the location must be available at the inspection site for the three (3) months prior to the review date.</p>

3.5	<p>For persons not independent in taking their own medication/treatments, a log shall be maintained to denote:</p> <ul style="list-style-type: none"> a) The name of medication or type of treatment given. b) The current physician's order (and purpose) for the medication and/or treatment. c) The name of the person giving the medication. d) Time given. e) Dosage given. 	<p>Entries must be made at the time the medication/treatment was given. This includes all oral medications, injections, topical, drops, and breathing treatments.</p> <p>Medication includes over-the-counter medications.</p> <p>The provider will not be cited if there are no more than three (3) medication passes per person, with blanks on the medication record in any of the prior three (3) months and the provider has met the following criteria:</p> <ul style="list-style-type: none"> a) The reasons for blanks were documented on the back of the log. b) The documentation error did not result in the need for any additional medical intervention. <p>The Medication Record should be coded if the medication is not given at regular intervals or if there is any variation in scheduling. This should not create opportunities for blanks.</p> <p>As clarification, the medication pass may include multiple prescriptions and over the counter (OTC) medications/treatments that are given at the same time.</p>
3.6	<p>Provider shall have a policy regarding disposition of medication when:</p> <ul style="list-style-type: none"> a) Medication is outdated. b) Person moves. c) Medication is discontinued. d) Person is deceased. 	
3.7	<p>Medication logs shall be reviewed monthly, at a minimum to ensure medication errors/events are documented appropriately.</p>	<p>Reviewer will examine data:</p> <p>To ensure medication errors/events are documented appropriately.</p> <p>Actions are taken to alleviate future errors.</p> <p>The review should include evidence for the three (3) months prior to the Licensing Inspection. The review for the current month must be documented and available by the last day of the following month. If the review for the prior month has not been documented, the Licensing review may include the prior four (4) months.</p>

		Review must be completed by a person who does not normally give medication in the site being reviewed.
3.8	People shall be encouraged to plan, purchase and prepare nourishing and satisfying food.	In some cases, there may be a need to provide special supports to those who have assessed medical conditions to adhere to a special diet to address such issues as chewing and swallowing difficulties, diabetes, high cholesterol, high blood pressure, obesity or other issues that the person and his/her interdisciplinary team deem to be appropriate for the person's nutritional health.

Note: Standards are numbered to coincide with Residential Habilitation Licensing Standards. Those standards not applicable to CLOUD have been deleted.

DDSN CLOUD Licensing Request Cover Sheet

Provider: _____ Date: _____

1) Location to be licensed: _____
(complete physical street address)

2) Was/ were the consumer(s) involved in the selection of this location? ☐ Yes ☐ No

3) Location is (check one): ☐ Apartment ☐ Duplex ☐ Single Family Home
Other: _____

4) Foundation: ☐ Concrete Slab ☐ Crawl Space

5) Construction: ☐ Wood Frame ☐ Metal Frame

6) Roof: ☐ Fiberglass Shingles ☐ Metal
☐ Other: _____

7) Approximate Sq. Footage of home: _____ # Bedrooms: _____

8) Are all bedrooms on ground level? ☐ Yes ☐ No
If no, are there any concerns with egress? _____

9) Do all bedroom windows meet the following requirements?

- a) Window sill height must be less than 44" ☐ Yes ☐ No
- b) Window opening clear width must be a minimum of 20" ☐ Yes ☐ No
- c) Window opening clear height must be a minimum of 24" ☐ Yes ☐ No
- d) Window opening must be a minimum of 5 sq. ft. on grade level and 5.7 sq. ft. if 6 ft. above grade level ☐ Yes ☐ No

If any responses are "no," please explain: _____

10) Are smoke detectors hard wired with battery back-up? ☐ Yes ☐ No
If no, explain: _____

11) Are there fuel burning appliances? ☐ Yes ☐ No

12) Is there a usable fireplace? ☐ Yes ☐ No If usable, is fireplace: ☐ Wood or ☐ Propane

13) Is there an attached garage or car port? ☐ Yes ☐ No

14) Are there keyed deadbolt locks on exterior doors? ☐ Yes ☐ No

15) What is the distance to closest Fire Dept.?: _____

16) Will there be any special technology in this home? ☐ Yes ☐ No
If yes, explain: _____

Licensing Standard for CLOUD
Attachment 1 (12/05/14-NEW)

10

CLOUD Apartment/House: Assessment of Capability to Self-Preserve
Must be completed when apartment/home does not have a sprinkler system

Individual's Name: _____

Section I: Information In Individual's Record

Has this individual made the choice to live in the proposed apartment/house? ☐ Yes ☐ No
If no, please explain: _____

Does the individual understand that the apartment/house does not have an active sprinkler system?

☐ Not Applicable - apartment/house has an active sprinkler system

☐ Yes ☐ No If no, please explain: _____

Has training on self-preservation taken place as a result of the individual's participation in the CLOUD project?

☐ Yes - Date: _____ ☐ No If no, please explain: _____

Does the individual understand how to remain in a designated area until safety has been established?

☐ Yes ☐ No If no, please explain: _____

Section II: Individual's Demonstration of Self Preservation Skills – Pre-Move to CLOUD apartment/home

Has the individual demonstrated his/her ability to self-preserve in other apartments/homes licensed by DDSN in the event of a fire?

☐ Yes Documented fire drills are in individual's records. The last three (3) recorded dates that this has been demonstrated are: _____

☐ No If no, please explain: _____

☐ Not applicable = first DDSN operated home individual has lived in

Does the individual understand how to use an alternate exit and is able to demonstrate?

☐ Yes ☐ No If no, please explain: _____

Does the individual react independently to an alarm when it is sounded without staff assistance?

☐ Yes ☐ No If no, please explain: _____

Pre-Move Assessment completed by: _____

Date: _____

Section III: Individual's Demonstration of Self Preservation Skills – Post Move to CLOUD apartment/home (Individual must have staff in home until he/she is able to self-preserve independently as indicated below):

Has the individual demonstrated his/her ability to self-preserve in CLOUD apartment/house?

☐ Yes Documented fire drills are in individual's records. The last three (3) recorded dates that this has been demonstrated are: _____

☐ No If no, please explain: ☐

Post-Move Assessment completed by: _____

Date: _____

South Carolina Department of Disabilities and Special Needs
CLOUD Life Safety Checklist

Completed by: _____

Date: _____

Residence Address: _____

Item#	Checklist Item	Yes	No	N/A	Comments
1.	Listed smoke alarms shall be installed on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Listed smoke alarms shall be installed in each room used for sleeping purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Listed smoke alarms shall be installed in each habitable story within a dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Listed smoke alarms shall be powered from the electrical system of the dwelling as the primary power source and a battery as a secondary power source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Listed smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the dwelling unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	At least one (1) portable fire extinguisher with a minimum classification of 2A:10BC shall be installed near cooking areas. The fire extinguishers shall be installed and maintained in accordance with the manufacturer's instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

7.	Each residence shall maintain means of egress as required by original construction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	All sleeping rooms below the fourth story shall have emergency escape and rescue openings that open from the inside and are sized to permit the egress of the occupants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clear Opening Height (inches): _____ Clear Opening Width (inches): _____ Sill Height (inches): _____
9.	All heating devices must be selected, used, and installed per the manufacturer's recommendations and the listing conditions set by an approved testing laboratory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Unvented gas heaters shall have an operating oxygen depletion device, an operating safety shutoff device, and shall be located or guarded to prevent burn injuries.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Portable unvented fuel-fired heating equipment shall be prohibited in all residences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Fireplaces shall be equipped with fire screens, partitions, or other means to protect clients from burns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	A fire escape plan describing what actions are to be taken by the family in the event of a fire must be developed and posted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	An approved carbon monoxide alarm shall be installed and maintained outside of each separate sleeping area in the immediate vicinity of the bedroom in dwelling units within which fuel fired appliances are installed and in dwelling units that have attached garages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Each sleeping room must have an operable door that closes and latches to provide compartmentation that protects occupants in case of a fire event.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

16.	The residence shall be free of dangers that constitute an obvious fire hazard, such as faulty electrical cords, overloaded electrical sockets, or an accumulation of papers, paint, or other flammable material stored in the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Residence shall have approved address numbers placed in a position that is plainly legible and visible from the street.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	GI/CI outlets located within 6 ft. of all sinks and wet locations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Does the residence have a sprinkler system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is a sprinkler system required in this residence? <input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Has a sprinkler inspection been done on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What organization conducted the inspection?:
21.	Has an electrical inspection been done on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What organization conducted the inspection?:
22.	Has an HVAC inspection been done on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What organization conducted the inspection?:
23.	Has the CI/UID assessment of the capability to self-preserve form been completed by the provider?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Comments:					

**HIPAA BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF DISABILITIES & SPECIAL NEEDS
AND
«prov»**

I. PURPOSE:

The South Carolina Department of Disabilities and Special Needs (COVERED ENTITY) and _____ (Business Associate) wish to enter in to this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in performing the functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in the agreement between the parties dated _____.

II. DEFINITIONS: (Terms used, but not defined shall have the same meaning as those terms in the HIPAA Privacy Rule.)

- a. Individual means the same as "individual" in 45 CFR § 164.501 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- b. Privacy Rule means the HIPAA Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E).
- c. Protected Health Information, PHI means the same as "protected health information" in 45 CFR § 164.501, limited to information created/received by BUSINESS ASSOCIATE from /on behalf of COVERED ENTITY.
- d. Required By Law means the same as "required by law" in 45 CFR § 164.501, and other law applicable to the PHI disclosed pursuant to this Agreement.
- e. Secretary means the Secretary of the Department of Health and Human Services or designee.

III. BUSINESS ASSOCIATE AGREES TO:

- a. Not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Mitigate to the extent practicable, any harmful effect known to BUSINESS ASSOCIATE if BUSINESS ASSOCIATE uses/disclosures PHI in violation of this Agreement.
- d. Report to COVERED ENTITY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
- e. Ensure that any agent/subcontractor to whom it provides PHI agrees to the same restrictions/conditions that apply to the BUSINESS ASSOCIATE in this Agreement.
- f. If the BUSINESS ASSOCIATE has PHI in a Designated Record, provide access at the request of COVERED ENTITY, and in the time and manner designated by COVERED ENTITY, to PHI in a Designated Record Set, to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- g. If the BUSINESS ASSOCIATE has PHI in a Designated Record Set, make any amendment(s) to PHI in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COVERED ENTITY or an Individual, and in the time and manner designated by COVERED ENTITY.

- h. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or at the request of the COVERED ENTITY to the Secretary, in a time and manner designated by the COVERED ENTITY or the Secretary, for purposes of the Secretary determining COVERED ENTITY's compliance with the Privacy Rule.
- i. Document such disclosures of PHI and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Provide to COVERED ENTITY or an Individual, in time and manner designated by COVERED ENTITY, information collected in accordance with Section III.i of this Agreement, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE:

- a. Except as limited in this Agreement, BUSINESS ASSOCIATE may use PHI to perform functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in the agreement noted in I., provided that such use would not violate the Privacy Rule if done by COVERED ENTITY or the COVERED ENTITY's minimum necessary policies and procedures. Unless otherwise permitted in this Agreement, in the agreement noted in I. above or as Required by Law, BUSINESS ASSOCIATE may not disclose or re-disclose PHI except to COVERED ENTITY.
- b. Except as limited in this Agreement, BUSINESS ASSOCIATE may use or disclose PHI for the proper internal management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the Business Associate, as needed for BUSINESS ASSOCIATE to provide services to COVERED ENTITY under the above noted agreement.
- c. Except as limited in this Agreement, BUSINESS ASSOCIATE may use PHI to provide Data Aggregation services to COVERED ENTITY as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- d. BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

V. COVERED ENTITY Shall:

- a. Notify BUSINESS ASSOCIATE of any limitation(s) in its notice of privacy practices of COVERED ENTITY in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Notify BUSINESS ASSOCIATE of any restriction to the use/disclosure of PHI that COVERED ENTITY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use/disclosure of PHI.
- d. Not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by COVERED ENTITY.

VI. TERM AND TERMINATION:

- a. This Agreement is effective upon signing and shall terminate when all of the PHI provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is returned to COVERED ENTITY, or, if it is infeasible to return PHI, protections are extended to such PHI in accord with the termination provisions in this Section.
- b. Upon COVERED ENTITY's knowledge of a material breach by Business Associate, COVERED ENTITY shall:

1. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Agreement and the above identified agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY; OR
2. Immediately terminate this Agreement and the above identified agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; OR
3. If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

c. Effect of Termination.

1. Except as provided in paragraph (2) below, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return all PHI received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision applies to PHI in the possession of subcontractors or agents of Business Associate. BUSINESS ASSOCIATE shall retain no copies of the PHI.
2. In the event that BUSINESS ASSOCIATE determines that returning the PHI is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return infeasible. Upon mutual agreement of the parties that return of PHI is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI.

VII. MISCELLANEOUS:

- a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. The Parties agree to amend this Agreement as necessary to comply with HIPAA and other applicable law.
- c. The rights and obligations of BUSINESS ASSOCIATE under Section VI. c shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit COVERED ENTITY to comply with the Privacy Rule.

COVERED ENTITY

BUSINESS ASSOCIATE

Tom Waring, _____ Date
Associate State Director, Administration
SC Department of Disabilities & Special Needs

«dir» _____ Date
«title»
«prov»